Managed Website Service Agreement

Version 1.4 | Effective date: November 28, 2026

Provider: Niels Bunschoten, doing business as Webworthi | Costa Mesa, California, USA | nb@webworthi.com

1. Parties and agreement

Webworthi, operated by Niels Bunschoten, at Costa Mesa, California, USA, provides managed website services to the business identified in its accepted order. The representative confirms authority to bind that business. Services are offered exclusively for business and professional purposes, not personal, family or household use. The agreement consists of this document, the accepted order and incorporated policies 05–11. The completed data processing agreement controls covered processing; a mutually accepted amendment controls its specific subject, then the order controls specific commercial scope, then this agreement and incorporated policies. Mandatory law controls throughout. The privacy notice describes processing rather than waiving rights.

2. Services and packages

Standard ($99/month): up to five pages, two update hours, custom responsive design, hosting, SSL, contact forms, basic SEO, maps, routine maintenance and email support. Premium ($199/month): up to ten pages, five hours, Standard features plus scheduling integration, reviews, analytics, ongoing local SEO and enhanced lead forms. Enterprise ($499/month): no fixed page limit within agreed scope, 20 hours, Premium features plus advanced integrations and scheduling, service/location pages, ongoing SEO, monthly reporting and priority support. No unlimited development. Hours reset monthly; no rollover. Routine maintenance and provider-caused corrections do not consume hours. Additional approved work is $100/hour. Domain and approved third-party costs are separate.

3. Term and payment

All packages are month-to-month with $0 implementation and no minimum commitment or cancellation penalty. The first monthly fee plus applicable tax is due at checkout; billing renews monthly until cancellation. Customers may cancel at any time, effective at the end of the current paid billing period, subject to mandatory earlier cancellation rights. No additional notice period applies. No charges for service after effective termination; reconcile unearned prepayments. Price increases require 60 days' written notice and any additional notice or consent required by law. Transfer fees are separate and require express authorization. Policies 06 and 07 govern billing and cancellation.

4. Delivery and cooperation

Initial reviewable website targeted within 30 calendar days of initial payment, subject to timely materials, access and feedback. Two consolidated initial revision rounds included. Obtain written approval before public launch. Customer warrants authority to supply content and is responsible for accuracy and industry-specific claims. Provider reviews and tests its work, uses reasonable care and addresses provider-caused defects. Policy 11 governs delays and approval; policy 07 governs cure and remedies.

5. Ownership and licenses

Customer retains domain, original materials, branding and data. Customer grants Webworthi a limited license to use supplied materials to perform services. Webworthi retains its rights in customer-specific deliverables until

eligible transfer and in reusable tools and shared systems thereafter. Customer may use the managed site during active service. Policy 05 governs transfer, licenses and exclusions. No exclusive copyright promise for AI-generated material. Third-party licenses control their respective assets.

6. Confidentiality and security

Each party protects nonpublic information received for performance, limits access to authorized persons, and uses it only for agreed purposes or as legally required. Exceptions include independently developed, lawfully received or public information. Notify the other party of unauthorized disclosure as appropriate. Webworthi may use AI-assisted development and vendors with appropriate authorization and safeguards; it remains responsible for reasonable review. Do not send passwords or sensitive data through ordinary forms. Execute a processing addendum where required. Accessibility design targets WCAG 2.2 AA; neither absolute compliance nor uninterrupted security is guaranteed.

7. Suspension and termination

Follow policies 06, 07 and 09. Nonpayment may suspend hosting at 30 days overdue after notices; termination or deletion consideration at 90 days is controlled, not automatic. Material breach ordinarily receives ten business days to cure or an agreed correction schedule; urgent protective action may be immediate. Stop recurring charges at effective termination and reconcile unearned payments. Customer property and lawful data rights survive. Confidentiality, accrued valid payment obligations and applicable ownership and dispute terms survive termination.

8. Risk allocation

To the extent permitted by law, neither party is liable for indirect, incidental, special or consequential damages, including lost profits, revenue or business opportunities. Webworthi’s aggregate liability arising from the services, whether in contract, tort or otherwise, is limited to service fees actually paid to Webworthi under the affected order in the 12 months preceding the event giving rise to the claim. These limits do not restrict mandatory refunds or liability that cannot lawfully be limited, including fraud, willful injury, gross negligence to the extent protected by law, or violations of law where exclusion is prohibited. Services are provided with reasonable care; no guarantee of revenue, leads, rankings, uninterrupted availability or third-party performance is made. Customer will defend and indemnify Webworthi against third-party claims and reasonable defense costs to the extent arising from customer-supplied unlawful or infringing materials, unlawful instructions or customer misconduct, excluding loss caused by Webworthi’s own fault. Webworthi will promptly notify customer of claims and permit customer to control defense with competent counsel; no settlement imposing liability or nonmonetary obligations on Webworthi without its consent. Webworthi remains responsible for its own conduct as required by law. Events outside reasonable control excuse affected performance only while reasonable mitigation and notice continue, without extinguishing accrued obligations or mandatory refund rights.

9. Disputes, notices and changes

California law governs, subject to mandatory protections. Parties first seek good-faith resolution by written notice; either may seek relief in a court of competent jurisdiction, ordinarily in Orange County, California where lawful. Notices to Webworthi: nb@webworthi.com; customer notices to the order email. Formal service of process follows applicable law. Electronic acceptance records identify exact terms and order; retainable copies are provided. No retroactive changes by posting; renewed consent is obtained where required. Unenforceable provisions are severed to the extent lawful. No assignment that impairs customer rights without required consent.

Customer Order Form

Version 1.4 | Effective date: November 28, 2026

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1. Customer and provider

Order ID: [generated]. Authorized representative, company legal name and email: [required]. Phone, industry, website and project description: [optional]. Representative confirms authority to bind the business and that services are purchased exclusively for business or professional use.

2. Selected services

Package: [Standard $99 / Premium $199 / Enterprise $499 monthly]. Included monthly update hours: [2 / 5 / 20]. Agreed page scope, integrations, exclusions and approved third-party costs: [complete]. Additional approved work $100/hour.

3. Payment summary

Monthly fee [amount]; implementation $0; applicable tax [amount]; due today [first monthly fee plus tax]; USD. Automatically renews monthly until cancelled. Cancel at any time, effective at the end of the current paid billing period, subject to mandatory earlier cancellation rights. No additional notice period applies. Cancel online or email nb@webworthi.com. No cancellation penalty. Stripe processes payments.

4. Key disclosures

Initial reviewable website target 30 calendar days from initial payment, subject to cooperation; two initial revision rounds; written launch approval. Hosting may be suspended after 30 days overdue following notices. Optional transfer fees are governed by policy 05; free after 36 eligible paid months.

5. Electronic acceptance

Separate unchecked acknowledgments: I am authorized to bind the named business and am purchasing solely for business or professional use. I agree to the Managed Website Service Agreement, Terms of Use and Conditions and incorporated policies 05–11. I acknowledge the Privacy Policy. I expressly authorize the displayed recurring monthly Stripe payments until cancellation. I understand the optional website transfer fees and that cancellation does not require a transfer. Provide links and retainable copies before acceptance. DPA executed separately where applicable.

6. Record

Store accepted version IDs and hashes, exact displayed wording and order snapshot, UTC acceptance timestamp, server-verified Stripe session, customer, invoice and subscription IDs, and reconciled payment status. Acceptance is not proof of payment. Deliver retainable copies; preserve consent evidence for at least three years or one year after termination, whichever is longer, and longer where required.

Terms of Use and Conditions

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1. Website use

These terms govern webworthi.com and its public materials. Managed services are governed by the accepted service agreement and order. Use the site lawfully; do not interfere with security, scrape restricted data, impersonate others or submit malicious material. Demo businesses are fictional examples, not actual customer endorsements.

2. Information and intellectual property

Public materials are informational; package scope and charges are confirmed in the order. Webworthi and licensors retain rights in site branding and materials. Viewing the site does not grant a right to copy or resell protected materials. Third-party links are governed by their own terms.

3. Orders and communications

Submit accurate business information and only material you may lawfully share. Stripe is the exclusive payment processor. No card details should be entered in ordinary forms. An inquiry is not an accepted paid order. Marketing consent is optional and separate from service communications.

4. Availability and rights

We aim to maintain accurate and accessible information but do not guarantee uninterrupted access or specific business outcomes. Mandatory rights remain unaffected. Managed service remedies and liability are governed by the service agreement. Report problems to nb@webworthi.com. Privacy practices are described in the Privacy Policy.

5. Changes and contact

Changes apply prospectively to public site use; accepted customer contracts are not amended merely by posting new terms. Contact: nb@webworthi.com. California law applies subject to mandatory law.

Privacy Policy

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1. Scope and identity

This notice covers Webworthi’s marketing, intake, orders and administration. Customer websites require their own notices. For visitor data processed on customer instructions, the customer determines purposes and Webworthi assists under applicable agreements.

2. Information collected

We may collect representative name, company, email, optional phone, industry, website and project description; communications, order selections, acceptance records, invoices and subscription references; and technical logs needed for security and operation. Stripe collects payment details on its hosted interface; Webworthi does not directly collect full card details. Technical information may include IP address, browser and device information, and necessary session or security cookies.

3. Purposes and disclosures

Use information to respond, provide services, manage orders and billing, document consent, send operational messages, prevent fraud, maintain security and meet legal obligations. Disclose only as needed to authorized hosting/storage, payment, email, domain, support and development providers, or as legally required. Service providers include the hosting and storage platform, Stripe for payment processing and Resend for transactional email. Business communications and customer administration may also be maintained in restricted-access email and spreadsheet records. We do not sell personal information or share it for cross-context behavioral advertising. Do not send confidential data to AI providers without authorization and safeguards.

4. Retention and security

Retain information only for service, contractual evidence, accounting, security and lawful obligations. Eligible website files target 90 days after termination, subject to rights and holds. Agreement and financial records are retained as needed for contractual evidence, tax and legal obligations. Use access restrictions, secure transport and protected credentials; no system is perfectly secure. Do not submit medical records, Social Security numbers or payment card details through intake.

5. Choices and rights

Contact nb@webworthi.com to request access, correction, deletion or other applicable rights. Review relevant records across our systems and authorized providers, subject to lawful retention and technical limitations. Verify identity proportionately and respond within applicable legal deadlines; explain lawful exceptions. For customer website inquiries, contact the business responsible for the site; Webworthi will assist as appropriate. Marketing opt-out does not stop necessary service messages. We do not use Do Not Track signals to alter processing necessary to deliver or secure the service; applicable legally required privacy signals will be honored. Third-party payment pages have their own privacy practices.

6. Updates and contact

Post changes with their effective date and provide additional notice or consent where required. Contact nb@webworthi.com with privacy questions.

Website Ownership and Transfer Policy

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1. Your property and managed service

Customer retains domain, original business content, branding, supplied media and customer data, subject to existing rights. Webworthi retains its transferable customer-specific deliverables until eligible transfer and its reusable components, tools and shared systems thereafter. Managed hosting and support require an active subscription; ownership eligibility does not create free hosting.

2. Transfer pricing

Completed eligible paid months: 0–11: $1,000; 12–17: $750; 18–23: $500; 24–29: $250; 30–35: $125; 36+: $0. The same schedule applies to every package. Transfer is optional and separate from valid arrears.

3. Eligible service months

Count fully paid completed service months for the same website. Exclude unpaid, refunded and suspended periods; do not double-count overlapping periods. Preserve earned eligible months upon reinstatement of the same website; a completely new website starts a new eligibility period. Record and disclose the calculation. A transfer is optional and never charged automatically on cancellation.

4. Deliverables and limitations

Provide transferable customer-specific source, design assets, media, basic deployment instructions, domain handover assistance and applicable customer data export. Exclude shared systems, secrets, proprietary tools, nontransferable licenses and ongoing services. Identify replacement hosting and integration dependencies. Grant necessary usage rights for included reusable components, subject to licenses. Transfer only rights Webworthi holds; no guarantee of exclusive copyright in AI output. Disclose any material portability limitations before order acceptance; provide a usable transferable export within the agreed scope.

5. Process

Request via approved support contact. Verify authority, eligible months and applicable invoice settlement for provider-owned code as permitted by law. Never hold customer domains or personal data as leverage. Target 15 business days after eligibility, payment and required information. Additional migration assistance is subject to a separate custom quote and prior written approval. Hosting ends at effective termination unless separately agreed. Retention and refunds follow policy 07.

Payment, Billing and Nonpayment Policy

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1. Charges and authorization

Stripe processes payments. Standard $99, Premium $199, Enterprise $499 monthly in USD. Implementation is $0 on all packages. First monthly fee and applicable taxes are due at checkout. Recurring billing begins with successful initial payment. Disclose amount and frequency before affirmative consent. Domain and approved third-party costs are separate. Maintain valid payment information. No direct card storage or late or reactivation fees.

2. Renewal and changes

All packages are month-to-month with $0 implementation and no minimum commitment or cancellation penalty. The first monthly fee plus applicable tax is due at checkout; billing renews monthly until cancellation. Customers may cancel at any time, effective at the end of the current paid billing period, subject to mandatory earlier cancellation rights. No additional notice period applies. No charges for service after effective termination; reconcile unearned prepayments. Price increases require 60 days' written notice and any additional notice or consent required by law. Transfer fees are separate and require express authorization. Policies 06 and 07 govern billing and cancellation.

3. Overdue payments

Measure calendar days from original unpaid invoice due date, not retry date. Day 1 reminder; day 7 pause updates and nonessential support; day 15 formal warning; day 25 final notice; day 30 take website offline after confirming actionable unpaid balance, notices and absence of applicable hold. Investigate disputes and failed notices. Public message: Website temporarily unavailable. No disclosure of debt. Preserve customer domain and property. Critical security/privacy work may continue.

4. Restoration and termination

After outstanding actionable payments are received, target restoration within two business days. Suspension does not itself terminate or pause the agreement or erase valid obligations. At 90 days overdue, services may be terminated and files considered for controlled removal subject to notice, export rights, retention and holds. Separately, target eligible file retention for 90 days after effective termination. Stop recurring billing at termination and reconcile unearned amounts. Unpaid or suspended periods do not count toward transfer eligibility. Liability limitations are subject to the service agreement and mandatory law.

5. Billing questions

Contact nb@webworthi.com with invoice reference. Correct erroneous and duplicate charges via Stripe. Policy 07 governs cancellation, refunds. Verify payment with Stripe rather than relying on a browser redirect.

Cancellation Termination and Refund Policy

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Customers can cancel electronically. Email nb@webworthi.com with your business name, website and request. A call, sales meeting or source transfer purchase is unnecessary.

1. Notice and end of service

Customers may cancel at any time through the secure online cancellation mechanism or by emailing nb@webworthi.com. Cancellation is effective at the end of the current paid billing period, with no additional notice period. If there is no current paid period, stop future renewals upon receipt; valid accrued charges remain payable. Mandatory earlier cancellation rights control. A request received before renewal prevents the next renewal charge. Correct any charge made contrary to a timely cancellation request. No call, retention meeting or payment of arrears is required to cancel. Confirm receipt, stop date, final charges, handover and hosting cutoff in writing. Stop recurring charges at effective termination and reconcile prepaid service after that date.

2. No cancellation penalty

There is no early termination or implementation recovery charge. Valid earned invoices remain payable. Optional source transfer is a separate request governed by the Ownership and Transfer Policy; never debit a transfer fee automatically.

3. Material breach and nondelivery

Give written notice describing a material breach. Allow ten business days to cure or agree a reasonable correction schedule unless urgent protective action or applicable law requires otherwise. If Webworthi materially fails to deliver agreed work for reasons within its control and does not cure, customer may terminate without penalty. Refund amounts attributable to undelivered services. If no usable work was delivered or accepted, refund the initial payment. Document the value of any delivered and accepted work.

4. Refund and continuity

Email the order or invoice reference to request review. Correct duplicate and erroneous charges through Stripe. Explain earned service charges, unearned prepayments and authorized nonrecoverable third-party expenses. Return approved refunds to the original payment method. Mandatory rights remain available.

Hosting and ongoing support end on the effective date. Offer return or export of customer assets and data, domain handover and optional eligible source transfer. Target retention of eligible files for 90 days after termination, subject to lawful deletion requests, holds and retention duties. For a planned business closure, Webworthi gives reasonable advance notice, offers feasible handover, protects customer assets and refunds unearned prepaid services. Mandatory insolvency rules control.

Support and Maintenance Policy

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Email nb@webworthi.com with the website address, desired change, affected page and any important date. Avoid sending account passwords or payment details.

1. Support targets

Business days are Monday through Friday, Pacific Time, excluding applicable holidays. Initial response means acknowledgment or triage. Update targets run from receipt of sufficient materials and access. Critical incidents receive priority across packages. Complex work receives a separate estimate. These targets do not promise 24/7 support, guaranteed uptime or immediate resolution.

2. Included updates

Text, images, hours, pricing, services, minor layout adjustments, eligible pages, existing forms and SEO tweaks may use the allowance. Record actual minutes spent implementing, testing and communicating directly about requested changes. Time starts with work on the request. Routine maintenance and corrections to Webworthi-caused errors do not consume the allowance. Hours reset monthly without rollover.

3. Additional scope

Separate estimates may apply to redesigns, custom applications, e-commerce, complex CRM integrations, bespoke booking, extensive content, photography, major data migrations or advertising. Stop before exceeding scope or allowance. Additional website work is $100 per hour with prior written approval of scope and estimate. Additional migration assistance is separately quoted. Approve third-party expenses separately. Enterprise has no fixed page limit within the agreed scope and includes 20 update hours each month.

4. Incidents and accessibility

Verify the affected site, triage impact, check vendor status and recent changes, communicate the recovery plan and test critical paths after restoration. Report accessibility barriers through the support email. Webworthi targets WCAG 2.2 AA in design and reviews reported issues.

Package	Initial response	Routine updates	Monthly hours
Standard	1 business day by email	2 business days	2
Premium	1 business day by email	2 business days	5
Enterprise	Within 1 business day by priority email	2 business days	20

Acceptable Use Policy

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Use managed website services lawfully and with respect for visitors, other customers and the availability of shared infrastructure.

1. Prohibited activity

Do not use the service for fraud, scams, malware, phishing, impersonation, spam, intellectual-property infringement, unlawful discrimination, unlawful collection or misuse of personal data or activity threatening the security or stability of a hosting service. Customer must hold rights and consents needed for its materials, communications and collection activities.

2. Sensitive information

The launch service excludes medical records, Social Security numbers, directly collected payment card details and similarly sensitive information. Stripe handles card collection on its hosted payment interface. Separate legal, technical and vendor assessment and written approval are necessary before any specialized engagement. Provider prohibitions remain binding. Do not submit credentials through ordinary forms.

3. Reporting and protective action

Report a concern to nb@webworthi.com with the affected URL and supporting facts. Webworthi investigates proportionately and, where appropriate, gives notice describing the issue and a reasonable opportunity to remedy it. For serious harm, security incidents or unlawful activity, Webworthi may immediately restrict the affected function, preserve relevant evidence and notify the customer as soon as lawful.

4. Resolution

After remediation, verify the fix and review reinstatement. Repeated or uncured material violations may result in termination under the service agreement. Customers can dispute an action through the support email. Protect unaffected customer-owned assets and lawful data rights. Any public suspension message will remain neutral.

Domain Registration and Management Policy

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Your domain belongs to you regardless of subscription status, cancellation, nonpayment or eligibility for a website source transfer.

1. Registration options

Use an existing domain, buy and manage a new domain yourself, or authorize Webworthi to assist. Tell us the preferred name, exact spelling and extension. We confirm availability and actual cost with you before registration. Availability can change before purchase completes.

2. Costs and approvals

Registration and renewal are separate from subscription fees. Standard domains typically cost approximately $10–$30 per year. Actual pricing varies by registrar, extension, availability, promotions and renewal rates. You pay only the actual approved registrar cost without a Webworthi markup. Business email hosting and paid vendor services are separate unless expressly included.

3. Account control

Use the customer’s name and customer-controlled registration account wherever possible. Give only the delegated access required to manage approved changes. Agree who pays renewals, who receives notices and which auto-renewal setting applies. Customer keeps contact and billing information current. Registrar transfer locks and verification requirements can affect timing.

4. Handover

On authorized request, return management control and assist with DNS or registrar transfer. Coordinate records to avoid disrupting email and other services. Never use a customer-owned domain as leverage for a website subscription debt. Hosting suspension does not authorize domain cancellation or deletion.

Website Implementation and Approval Policy

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Webworthi targets an initial reviewable custom website within 30 calendar days after successful initial payment. Public launch requires customer approval.

1. Start and dependencies

Recurring billing begins with successful initial payment even when public launch is later. Confirm scope, services, brand assets, content, photographs, domain choices, necessary third-party access and one authorized approver. Use secure delegated access. Record missing inputs, due dates and responsible parties.

2. Review and revisions

Deliver a review link identifying the version and elements needing feedback. Two consolidated rounds of initial design revisions within scope are included. One round means a coordinated feedback list from the customer's approver. Clarify conflicting instructions. Major scope changes, new functionality or additional rounds require a written estimate and approval. Approved additional time is $100 per hour.

3. Delays

Let the customer know promptly when absent content, access, approvals or late feedback affects delivery. Document the dependency and agree revised milestones in writing. A customer-caused delay may extend the 30-day target. Silence is not approval to publish.

4. Approval and corrective action

Before launch test key layouts, links, forms, approved content, accessibility targets, privacy notices and domain configuration. Confirm a recoverable backup and obtain explicit written approval for the identified version. For material nondelivery within Webworthi's control, promptly provide a correction plan. The Cancellation Policy gives a ten-business-day cure opportunity or agreed revised schedule and provides refunds for undelivered services and termination without penalty when cure fails. Mandatory rights remain available.

Data Processing Agreement

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Prepared for owner approval; not an executed agreement.

Complete this addendum when Webworthi processes personal information on a business customer's instructions. Execute the completed processing schedule before covered processing begins. The public template alone does not appoint a processor.

1. Roles and purposes

Customer determines purposes, notices, lawful basis and instructions for its visitor data. Webworthi processes it only to provide the specified functions for the documented duration, unless the law requires otherwise. Notify the customer if an instruction appears unlawful or cannot be fulfilled. Webworthi's own billing and administration are covered by its privacy policy. Check actual roles throughout the provider chain.

2. Restrictions

Do not sell personal information, share it for cross-context behavioral advertising or use, retain or disclose it outside the direct business relationship and specified purposes except as legally permitted. Do not combine it with information from independent sources or other customers except as permitted by law. Provide equivalent protection where required. Notify the customer if obligations cannot be met. Permit reasonable steps to monitor, stop and remediate unauthorized use.

3. Security and cooperation

Limit access to authorized personnel subject to confidentiality, protect credentials and transport, and apply reasonable maintenance and recovery safeguards. On becoming aware of a relevant personal-data breach, notify customer without undue delay, supply available facts and cooperate on mitigation and mandatory notices. Assist with verified data rights, assessments and proportionate audits. Refer a visitor request to the customer unless authorized or required to respond.

4. Vendors and transfers

Identify each authorized subprocessor, location and function in the schedule. Require appropriate written safeguards. Give prior notice of material changes and consider reasonable objections before using a new subprocessor. Do not disclose confidential data to AI providers without appropriate authorization and safeguards. Assess international transfer mechanisms and execute any required supplementary terms before transferring restricted data.

5. Return and deletion

Return or delete covered data on completion according to documented instructions, except where lawful retention is required or technically isolated backups await rotation. Restrict retained copies, document deletion, honor legal holds and preserve lawful data access. This addendum controls conflicts concerning covered processing.

6. Processing schedule and execution

Customer legal name and authorized contact [complete]. Provider: Niels Bunschoten, doing business as Webworthi | Costa Mesa, California, USA | nb@webworthi.com. Website, documented purposes and duration [complete]. Data subjects, data types, countries, safeguards, retention, incident contact, subprocessors and processing locations [complete]. Sensitive data [excluded unless separately assessed, approved and permitted]. Customer authorized signature and date [complete]. Webworthi authorized signature and date [complete].